

UNITED STATES BANKRUPTCY COURT  
District of New Jersey

IN RE: Angela L Russell

Case No.:

18-10107

Judge:

Gambardella

Debtor(s)

CHAPTER 13 PLAN AND MOTIONS

☐ Original  
☐ Motions Included

☐ Modified/Notice Required  
☒ Modified/No Notice Required

Date:

2/19/2018

THE DEBTOR HAS FILED FOR RELIEF UNDER  
CHAPTER 13 OF THE BANKRUPTCY CODE.

YOUR RIGHTS WILL BE AFFECTED.

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the Notice. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the Notice. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

THIS PLAN:

☐ DOES ☒ DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

☐ DOES ☒ DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

☐ DOES ☒ DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney ml

Initial Debtor: ALR

Initial Co-Debtor

Part 1: Payment and Length of Plan

a. The debtor shall pay 250.00 Monthly to the Chapter 13 Trustee, starting on February 2018 for approximately 60 months.

b. The debtor shall make plan payments to the Trustee from the following sources:

- ☒ Future Earnings  
☐ Other sources of funding (describe source, amount and date when funds are available):

c. Use of real property to satisfy plan obligations:

- ☐ Sale of real property  
Description:  
Proposed date for completion: \_\_\_\_\_
- ☐ Refinance of real property:  
Description:  
Proposed date for completion: \_\_\_\_\_
- ☒ Loan modification with respect to mortgage encumbering property:  
Description: 1205 A Liberty Avenue Hillside NJ 07205  
Proposed date for completion: July 2018

- d. ☒ The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.
- e. ☐ Other information that may be important relating to the payment and length of plan:

**Part 2: Adequate Protection**

☒ NONE

a. Adequate protection payments will be made in the amount of \$\_\_\_\_ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to \_\_\_\_ (creditor).

b. Adequate protection payments will be made in the amount of \$\_\_\_\_ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: \_\_\_\_ (creditor).

**Part 3: Priority Claims (including Administrative Expenses)**

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
Internal Revenue Service	Taxes and certain other debts	0.00
New Jersey Gross Income Tax	Taxes and certain other debts	0.00
Michelle Labayan	attorneys fee	2000

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:  
Check one:  
☒ None  
☐ The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
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**Part 4: Secured Claims**

**a. Curing Default and Maintaining Payments on Principal Residence:** ☐ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
Bayview Loan Servicing	1205 A Liberty Avenue Hillside, NJ 07025	\$11,303.22	0	0	\$1251.85

**b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears:** ☐ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
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**c. Secured claims excluded from 11 U.S.C. 506:** ☐ NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation
Toyota Lexus	2007 ES E350 Sedan	0		

**d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments** ☒ NONE

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

**NOTE: A modification under this section ALSO REQUIRES the appropriate motion to be filed under Section 7 of the Plan.**

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to Be Paid
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-NONE-

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

**e. Surrender ☒ NONE**

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt
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**f. Secured Claims Unaffected by the Plan ☐ NONE**

The following secured claims are unaffected by the Plan:

Creditor

Bayview Loan Servicing  
Toyota Motor Credit Co

**g. Secured Claims to be Paid in Full Through the Plan ☒ NONE**

Creditor	Collateral	Total Amount to be Paid through the Plan
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**Part 5: Unsecured Claims ☒ NONE**

a. Not separately classified allowed non-priority unsecured claims shall be paid:

- ☐ Not less than \$\_\_\_\_ to be distributed *pro rata*
- ☐ Not less than \_\_\_\_ percent
- ☒ *Pro Rata* distribution from any remaining funds

b. Separately Classified Unsecured claims shall be treated as follows:

Creditor	Basis for Separate Classification	Treatment	Amount to be Paid
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**Part 6: Executory Contracts and Unexpired Leases ☐ NONE**

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

Creditor	Arrears to be Cured in Plan	Nature of Contract or Lease	Treatment by Debtor	Post-Petition Payment
Toyota Lexus	\$3219.29	Lease	assume	\$630.00

**Part 7: Motions ☒ NONE**

NOTE: All plans containing motions must be served on all potentially affected creditors, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A *Certification of Service, Notice of Chapter 13 Plan Transmittal and valuation* must be filed with the Clerk of Court when the plan and transmittal notice are served.

a. Motion to Avoid Liens under 11 U.S.C. Section 522(f). ☒ NONE

The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided
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**b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured.** ☒ **NONE**

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified
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**c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured.** ☒ **NONE**

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured
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### Part B: Other Plan Provisions

**a. Vesting of Property of the Estate**

- ☒ Upon Confirmation  
☐ Upon Discharge

**b. Payment Notices**

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

**c. Order of Distribution**

The Standing Trustee shall pay allowed claims in the following order:

- 1) Ch. 13 Standing Trustee Commissions
- 2) Other Administrative Claims
- 3) Secured Claims
- 4) Lease Arrearages
- 5) Priority Claims
- 6) General Unsecured Claims

**d. Post-Petition Claims**

The Standing Trustee ☒ is, ☐ is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

**Part 9: Modification** ☒ **NONE**

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: \_\_\_\_\_

Explain below **why** the plan is being modified:

allow for arrears of toyota lease

Explain below **how** the plan is being modified:

Are Schedules I and J being filed simultaneously with this Modified Plan? ☐ Yes ☒ No

**Part 10: Non-Standard Provision(s) - Signatures Required**

Non-Standard Provisions Requiring Separate Signatures

☒ NONE


☐ Explain here:

Any non-standard provisions placed elsewhere in this plan are void.

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Certification.

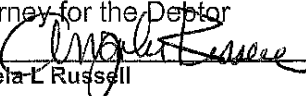
I certify under penalty of perjury that the plan contains no non-standard provisions other than those set forth in this final paragraph.

Date February 19, 2018

  
Michelle Labayen

Attorney for the Debtor

Date: February 19, 2018

  
Angela L. Russell

Debtor

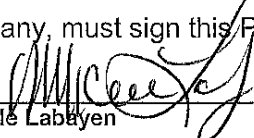
Date: \_\_\_\_\_

Joint Debtor

**Signatures**

The Debtor(s) and the attorney for the Debtor(s) if any, must sign this Plan.

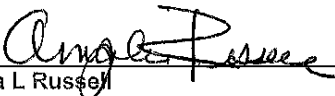
Date February 19, 2018

  
Michelle Labayen

Attorney for the Debtor

I certify under penalty of perjury that the above is true.

Date: February 19, 2018

  
Angela L. Russell

Debtor

Date: \_\_\_\_\_

Joint Debtor

**Certificate of Notice Page 7 of 8**  
 United States Bankruptcy Court  
 District of New Jersey

In re:  
 Angela L Russell  
 Debtor

Case No. 18-10107-RG  
 Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0312-2

User: admin  
 Form ID: pdf901

Page 1 of 2  
 Total Noticed: 54

Date Rcvd: Feb 21, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 23, 2018.

db  
 517259818 +Angela L Russell, 1205 A Liberty Avenue, Hillside, NJ 07205-2050  
 517259819 +Alpha Recovery Corp, 6912 S Quentin St. Unit 10, Englewood, CO 80112-4531  
 517259820 #As we change, Po Box 2865, Monroe, WI 53566-8065  
 517259822 +Bank Of America, Nc4-105-03-14, Po Box 26012, Greensboro, NC 27420-6012  
 517259823 +Capital One, Attn: General Correspondence/Bankruptcy, Po Box 30285,  
 Salt Lake City, UT 84130-0285  
 517259823 +Citibank North America/Best Buy, Citicorp Credit Svcs/Centralized Bankrup, Po Box 790040,  
 Saint Louis, MO 63179-0040  
 517259824 +Comcast, PO Box 1577, Newark, NJ 07101-1577  
 517259825 +Comenity Bank, Attn: Bankruptcy, Po Box 182125, Columbus, OH 43218-2125  
 517259826 +Comenity Bank/Express, Attn: Bankruptcy, Po Box 182125, Columbus, OH 43218-2125  
 517259827 +Comenity Bank/Jessica London, Po Box 182125, Columbus, OH 43218-2125  
 517259829 +Comenity Bank/Lane Bryant, Attn: Bankruptcy, Po Box 182125, Columbus, OH 43218-2125  
 517259830 +Comenity Bank/Torrid, Attn: Bankruptcy, Po Box 182125, Columbus, OH 43218-2125  
 517259828 +Comenity Bank/kingsi, Po Box 182125, Columbus, OH 43218-2125  
 517259831 +Comenitybank/New York, Attn: Bankruptcy, Po Box 182125, Columbus, OH 43218-2125  
 517259832 +Comenitybank/venus, Comenity Bank, Po Box 182125, Columbus, OH 43218-2125  
 517259833 +Comenitycapital/smplyb, Comenity Bank, Po Box 182125, Columbus, OH 43218-2125  
 517259834 +Costco Go Anywhere Citicard, Centralized Bk/Citicorp Credit Card Svcs, Po Box 790040,  
 St Louis, MO 63179-0040  
 517305422 Department Stores National Bank, c/o Quantum3 Group LLC, PO Box 657,  
 Kirkland, WA 98083-0657  
 517259836 +Dsnb Bloomingdales, Attn: Bankruptcy, Po Box 8053, Mason, OH 45040-8053  
 517259837 +First Premier Bank, 601 S Minnesota Ave, Sioux Falls, SD 57104-4868  
 517318133 +Massey's, c/o Creditors Bankruptcy Service, P.O. Box 800849, Dallas, TX 75380-0849  
 517259839 +Masseys, Po Box 2822, Monroe, WI 53566-8022  
 517259840 +New Jersey American Water, PO Box 371476, Pittsburgh, PA 15250-7476  
 517259841 +New Jersey Gross Income Tax, P.O. Box 046, Trenton, NJ 08646-0046  
 517259844 +PSE&G, PO Box 14444, New Brunswick, NJ 08906-4444  
 517259843 +Prosper Funding LLC, 221 Main St #300, San Francisco, CA 94105-1909  
 517259857 +TOYOTA MOTOR CREDIT CORPORATION, PO BOX 8026, CEDAR RAPIDS IA 52408-8026  
 (address filed with court: Toyota Motor Credit Co, Toyota Financial Services, Po Box 8026,  
 Cedar Rapids, IA 52408)  
 517272632 +Toyota Lease Trust, c/o Toyota Motor Credit Corporation, PO Box 9013,  
 Addison, Texas 75001-9013  
 517335708 +Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013  
 517259858 +Univeristy Hospital, Po Box 3009, Newark, NJ 07103-0009  
 517259859 +Velocity Investment, P.O. Box 788, Belmar, NJ 07719-0788  
 517259860 +Visa Dept Store National Bank/Macy's, Attn: Bankruptcy, Po Box 8053, Mason, OH 45040-8053

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
 smg E-mail/Text: usan.j.njbankr@usdoj.gov Feb 21 2018 23:34:30 U.S. Attorney, 970 Broad St.,  
 Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534

smg +E-mail/Text: ustpreion03.ne.ecf@usdoj.gov Feb 21 2018 23:34:28 United States Trustee,  
 Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100,  
 Newark, NJ 07102-5235  
 517259821 +E-mail/Text: bkmailbayview@bayviewloanservicing.com Feb 21 2018 23:34:54  
 Bayview Loan Servicing, 4425 Ponce de Leon Blvd, 5th floor, Miami, FL 33146-1837  
 517259835 +E-mail/PDF: creditonebknotifications@resurgent.com Feb 21 2018 23:39:26 Credit One Bank Na,  
 Po Box 98873, Las Vegas, NV 89193-8873  
 517259838 +E-mail/Text: cio.bncmail@irs.gov Feb 21 2018 23:33:58 Internal Revenue Service,  
 P.O. Box 804527, Cincinnati, OH 45280-4527  
 517307396 +E-mail/Text: bankruptcydpt@mcmcg.com Feb 21 2018 23:34:28 MIDLAND FUNDING LLC,  
 PO BOX 2011, WARREN MI 48090-2011  
 517259842 +E-mail/Text: bnc@nordstrom.com Feb 21 2018 23:33:53 Nordstrom FSB,  
 Attn: Bankruptcy Department, Po Box 6555, Englewood, CO 80155-6555  
 517319667 +E-mail/Text: JCAP\_BNC\_Notices@jcap.com Feb 21 2018 23:34:42 Premier Bankcard, LLC,  
 Jefferson Capital Systems LLC Assignee, Po Box 7999, Saint Cloud Mn 56302-7999  
 517259845 +E-mail/PDF: gecsedirecoverycorp.com Feb 21 2018 23:38:56 Synch Bank/American Eagle,  
 Attn: Bankruptcy, Po Box 965060, Orlando, FL 32896-5060  
 517259847 +E-mail/PDF: gecsedirecoverycorp.com Feb 21 2018 23:39:38 Synch/Lord & Taylor,  
 Attn: Bankruptcy, Po Box 965060, Orlando, FL 32896-5060  
 517259848 +E-mail/PDF: gecsedirecoverycorp.com Feb 21 2018 23:39:38 Synch/PLCC BP, Attn: Bankruptcy,  
 Po Box 965060, Orlando, FL 32896-5060  
 517259849 +E-mail/PDF: gecsedirecoverycorp.com Feb 21 2018 23:38:54 Synch/Toys R Us,  
 Attn: Bankruptcy, Po Box 965060, Orlando, FL 32896-5060  
 517259846 +E-mail/PDF: gecsedirecoverycorp.com Feb 21 2018 23:39:15 Synch/ccsycc, Po Box 96060,  
 Orlando, FL 32896-0001  
 517262187 +E-mail/PDF: gecsedirecoverycorp.com Feb 21 2018 23:38:54 Synchrony Bank,  
 c/o of PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021  
 517259850 +E-mail/PDF: gecsedirecoverycorp.com Feb 21 2018 23:38:55 Synchrony Bank/ JC Penneys,  
 Attn: Bankruptcy, Po Box 965060, Orlando, FL 32896-5060  
 517259851 +E-mail/PDF: gecsedirecoverycorp.com Feb 21 2018 23:39:38 Synchrony Bank/Amazon,  
 Attn: Bankruptcy, Po Box 965060, Orlando, FL 32896-5060

District/off: 0312-2

User: admin  
Form ID: pdf901

Page 2 of 2  
Total Noticed: 54

Date Rcvd: Feb 21, 2018

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center (continued)

517259852	+E-mail/PDF: gecsed@recoverycorp.com Feb 21 2018 23:39:15	Synchrony Bank/Belk,
	Attn: Bankruptcy, Po Box 965060, Orlando, FL 32896-5060	
517259853	+E-mail/PDF: gecsed@recoverycorp.com Feb 21 2018 23:38:54	Synchrony Bank/Care Credit,
	Attn: Bankruptcy, Po Box 965060, Orlando, FL 32896-5060	
517259854	+E-mail/PDF: gecsed@recoverycorp.com Feb 21 2018 23:38:55	Synchrony Bank/Gap,
	Attn: Bankruptcy, Po Box 965060, Orlando, FL 32896-5060	
517259855	+E-mail/PDF: gecsed@recoverycorp.com Feb 21 2018 23:38:56	Synchrony Bank/TJX,
	Attn: Bankruptcy, Po Box 965060, Orlando, FL 32896-5060	
517259856	+E-mail/PDF: gecsed@recoverycorp.com Feb 21 2018 23:39:15	Synchrony Bank/Walmart,
	Attn: Bankruptcy, Po Box 965060, Orlando, FL 32896-5060	
517259861	+E-mail/Text: bnc-bluestem@quantum3group.com Feb 21 2018 23:35:05	Webbank/Gettington,
	215 S State St, Ste 1000, Salt Lake City, UT 84111-2336	

TOTAL: 22

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Feb 23, 2018

Signature: /s/Joseph Speetjens

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## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 20, 2018 at the address(es) listed below:

Denise E. Carlon on behalf of Creditor Toyota Lease Trust dcarlon@kmlawgroup.com,  
bkgroup@kmlawgroup.com  
Marie-Ann Greenberg magecf@magtrustee.com  
Michelle Labayen on behalf of Debtor Angela L Russell njchapter7@gmail.com,  
benitezgiovanna@gmail.com  
Rebecca Ann Solarz on behalf of Creditor Toyota Lease Trust rsolarz@kmlawgroup.com  
U.S. Trustee USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 5